

EXHIBIT A

SALES AGREEMENT

Contract No.: 03112010HMS1&4500K

March 18, 2010

THE SELLER

JONAS SCRAP METAL & RECYCLING

4200 ESTATE ST. JOHN.

CHRISTIANSTED ST. CROIX

U. S. V. I. 00820

TEL:

EMAIL

And:

THE BUYERS

ADDRESS: : SEACAPE SHIPPING & TRADING, LLC, NEVIS, WEST INDIES

C/O PREMIER HOLDINGS GROUP, INC

MIAM, FLORIDA 33156

TEL: 786-797-6190

FAX: 786-513-0407

E MAIL: JPEREIRAJR@SEACAPE-SHIPPING.COM

REPRESENTATIVE: JOSE PEREIRA, JR.

AGENT:

Paul Zanaras

Address: 29 Meadowview Dr., Sewell, NJ 08080

Telephone: 215 280 8992

Fax:

Email: paulz624@yahoo.com

1. COMMODITY:

COMMODITY: HMS1 80% and HMS2 20%

2. SPECIFICATIONS:

THE SELLER GUARANTEES TO THE BUYER THAT THE GOODS DELIVERED UNDER THE PRESENT CONTRACT WILL CORRESPOND TO THE CHARACTERISTICS SHOWN BELOW:



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THE STEEL SCRAP SALES CONSISTS, shall comprise of steel, iron, cast steel, (less than 5%) and cast iron (less than 3%).

Buyer and seller agree that buyer shall make personal inspection of the steel scrap and to notify Seller, in writing immediately after inspection that the material meets Buyer's satisfaction and approval. In the event the Buyer does not approve the product after inspection, Buyer shall so notify all parties in writing of its findings and seller shall be afforded a reasonable time to comply with the material specifications set forth herein. In the event the parties cannot agree after inspection and after a reasonable time to cure, either party may cancel this contract in writing by notifying all parties herein.

SPECIFICATIONS:

ISRI CODE: 200-206

ISRI 200 No.1 heavy melting steel. Wrought iron and/or steel scrap 1/4 inch and over in thickness. Individual pieces not over 60x 24 inches (charging box size) prepared in a manner to insure compact charging

ISRI 201 No. 1 heavy melting steel 3 feet x18 inches. Wrought iron and / or steel scrap 1/4 inch and over in thickness. Individual pieces not over 36 inches (charging box size) prepared in a manner to insure compact charging.

ISRI 202 No. 1 heavy melting steel 5 feet x18 inches .Wrought iron and/or steel scrap 1/4 inch and over in thickness. Individual pieces not over 60 inches(charging box size)prepared in a manner to insure compact charging.

ISRI 203 No.2 heavy melting steel.*Wrought iron and steel scrap, black and galvanized,1/8 inch and over in thickness, charging box size to include material not suitable as No. 1 heavy melting steel. Prepared in a manner to insure compact charging.

ISRI 204 No. 2 heavy melting steel. *Wrought iron and steel scrap, black and galvanized, maximum size 36x18 inches. May include all automobile scrap properly prepared.

ISRI 205 No.2 heavy melting steel 3 feet x18 inches. Wrought iron and steel scrap, black and galvanized, maximum size 36x 18 inches. May include automobile scrap, properly prepared, however, to be free of sheet iron or thin gauged material.

ISRI 206 No. 2 heavy melting steel 5 feet x18 inches. Wrought iron and steel scrap, black and galvanized, maximum size 60 x18 inches. May include automobile scrap, properly prepared, however, to be free of sheet iron or thin gauged

3. QUANTITY:

Total quantity (+/-10%): 4,500 Metric Tons by bulk shipment. The buyer will purchase the total of 4,500 MT according to the contract over a one month period, but will roll-over thereafter month by month according to availability if the supplier has additional steel scrap.

4. PRICE

Unit Price: as per below, FOB (Freight On Board) Molasses Pier, St. Croix, USVI.



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- basis min 2,500 mt prepared scrap usd\$175.00 pmt and unprepared usd\$90.00 pmt
- basis min 3,000 mt prepared scrap usd\$190.00 pmt and unprepared usd\$105.00 pmt
- basis min 3,500 mt prepared scrap usd\$200.00 pmt and unprepared usd\$115.00 pmt
- basis min 4,000 mt prepared scrap usd\$205.00 pmt and unprepared usd\$120.00 pmt
- basis min 4,500 mt prepared scrap usd\$215.00 pmt and unprepared usd\$130.00 pmt

Sellers are to load all prepared material first, then a intermediary draft survey will be performed to determine the quantity of prepared material loaded, then all material loaded after the intermediary survey to be considered as unprepared.

5. ORIGIN:

St. Croix, US Virgin Islands

6. LOADING PORT & MINIMUM DAILY LOADING RATE:

Gordon A. Finch Molasses Pier, located in Krause Lagoon, St. Croix, loading to commence in 11 days from the date of the effectiveness of this agreement.(9.00 am March 22, 2010.) Seller agrees to load at a minimum rate of 1500 MT per day, 24/7. Buyer and Seller acknowledge that at this loading rate of 1500 MT per day, 24/7, 5,000 MT +/- (10%) shall be loaded at this rate a maximum of (4) days. In the event Sellers does not complete loading 4,500 MT in the maximum four (4) days as set forth above, Seller's account shall be charged the sum of \$5,000.00 for each additional day of demurrage until loading is completed.

7. SHIPMENT AND INSURANCE:

Insurance is for buyers account as per Incoterms, FOB.

8. INSPECTION:

Scrap shall be inspected by the representative of the Buyers, at the expense of the Buyers.

9. PAYMENT TERMS & PROCEDURES:

1. Upon the signing of the contract, the Buyer shall make an initial payment of \$20,000.00 to the Seller, thereby making the contract a valid instrument.
2. The full balance of the payment shall be put in escrow in a bank in St. Croix, on or before the commencement of the loading of the Buyer's vessel. The escrow must name the Seller as a person of interest in the account.
3. The full and final payment must be made when once the contracted scrap metal (+/-10%), has



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been loaded, less any demurrage, liens, duties and/or additional expenses.

4. Should the Buyer fail to pay off for the loaded materials, then the vessel will be off-loaded at the Buyer's expense. Further, to this eventuality, all additional costs inclusive of any demurrage charges, shall be the responsibility of the Buyer.

10. DOCUMENTS REQUIRED FOR PAYMENT:

- (1) Commercial Invoice indicating the Contract number, name of the carrying vessel and number: 3 originals, signed by Jonas and counter signed/stamped by Seacape confirming final pricing and quantity is correct.
- (2) Original or Copy of draft survey certificate issued by SGS North America.
- (3) Bill of Lading drawn up by the Agent.

11. BANK INFORMATION

BUYERS BANK:

- Bank Name:
- Bank Address:
- Account:
- Account No.:
- ABA No:
- Swift code:
- Bank contact:
- Telephone:

SELLER'S BANK

- Bank Name: First Bank of Puerto Rico
- ADDRESS: P.O. Box. 9146
- 1519 Ponce De Leon Avenue
- Santurce, P.R. 00908
- For further credit to:
- Account Name: Jonas Scrap Metal & Recycling,LLC
- Account Number: 7332000863

12. DELIVERY:

The seller shall arrange for procurement, transport and all local logistical transport of the cargo loading on board in the FOB port onto the Vessel.



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If the notice of readiness of loading of cargo is given before noon, the berthing time will start counting from 01:00 p.m. in the same working day. However, if the notice is given after noon, then the berthing time will start from 08:00 a.m. in the next working day.

Time used in shifting between berths to count as lay time. If berth shifting is due to reasons caused from the Seller, shifting expenses will be at the Seller's account and time used for shifting will not be counted as lay time.

Loading rate will be at 24 hours on sunny days 1,500 metric tons per weather working day, Sundays and holidays included.

Time will not be counted as lay time due to heavy rain and storm.

13. FORCE MAJEURE:

Neither the seller nor the buyer shall be liable for any delay or failure of performance under the contract where such failure of delay is caused by Force Majeure, being any event, occurrence of circumstance reasonably beyond control of either party, including but not limited to failure or delay caused by or resulting from perils of the sea, Acts of God, strikes, fires, flood, wars (whether declared or un declared), riots, delays of carries due to breakdown or adverse weather, embargoes accidents, restrictions, barriers, or obstructions to export/import imposed by any governmental authority, including allocation, priorities, requisitions, quotas and price control. The time of seller to make or the buyer to receive, delivery hereunder shall be extended during any period in which delivery shall be delayed by reason of any of the forgoing causes up to a total 30 (thirty) days. But the Buyer or the seller shall immediately inform the other party by written formation and a certificate issued by Government Authorities or Chamber of Commerce as evidence thereof. If any delivery hereunder shall be so delayed or prevent for more than 30(thirty) days, either party may terminates this contract with respect to such delivery upon written notice to the other party.

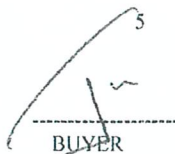
All disputes in connection with this contract or the execution thereof shall be settled by friendly negotiation between two parties. If no settlement can be reached, the case in dispute shall then be submitted for arbitration to the International Chamber of Commerce in New York and in accordance with the Rules and the Arbitration Act 1996. The arbitration shall take place in New York City, New York. The decision made by the commission shall be accepted as final and binding upon both parties. The arbitration expenses shall be borne by the losing party.

14. NON-CIRCUMVENT/NONDISCLOSURE:

The Seller, JONAS SCRAP METAL & RECYCLING, acknowledge that they have been introduced to Buyers By Mr. Paul Zanras, Mr. Neville Alleyne. Further, however, both the Buyer and the Seller, undertake not to circumvent, nor attempt to circumvent, the interest of either Principal. This commitment extends itself to private negotiations with any person introduced by either Principal to one another. Should any such undertaking be persued, the aggrieved Party



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reserves the right to seek legal redress.

IN WITNESS HEREOF, both the Buyers and the Seller hereby, affix their signatures, accepting all the terms and conditions as contained in this contract. This contract is made out in two originals, one to be held by each party.

For and on behalf of
THE SELLER

For and on behalf of
THE BUYER

By: Everett S. Jonas

By:

Signature: 

Signature: 

Print: EVERETTE JONAS

Print: JOSE PEREIRA

Title: MANAGER

Title: Director

Date: 3/29/2010

Date: _____

WITNESSED

By:

Signature: 

WITNESSED

By: DAVID PEREIRA

Signature: 



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